

COMPREHENSIVE AGREEMENT

Between

**The Des Moines Independent
Community School District**



And



**Local 2048
American Federation of State,
County and Municipal Employees
AFL-CIO**

**“BEFORE-AND AFTER (SCHOOL CHILD)
CARE GIVERS,
(COWLES) CHILD CARE GIVERS, and
LEAD CHILD CARE GIVER”**

2003-2007

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CHAPTER 1: RELATIONSHIPS

Preamble

The Des Moines Independent Community School District, No. 77-1737, in the counties of Polk and Warren, State of Iowa, hereinafter referred to as the Employer and the Local 2048—American Federation of State, County, and Municipal Employees (AFL-CIO), hereinafter referred to as the Union, agree as follows:

Article I: RECOGNITION

The Des Moines Independent Community School District is recognized as a public employer governed by the Board of Directors. The Local 2048, American Federation of State, County, and Municipal Employees, AFL-CIO, as determined and ordered by the Public Employment Relations Board, is recognized as the sole and exclusive bargaining agent for the purpose of negotiating for and representing regular full time and regular part time, hereinafter named, employees of the Employer, including all:

Before-and-after- (school child) care givers, (Cowles) childcare givers, and Lead Child Care giver and excluding:

Supervisory, confidential, and other employees excluded by the Act and all employees in other certified bargaining units.

Article II: DUES DEDUCTION

The Employer agrees to deduct Union membership dues from each regular check of the employee for those employees who are members of the Union and who individually request in writing that such deductions be made, and then submit the request to the Employer. The form authorizing payroll deduction shall be designed by the Union, with the approval of the Employer, which shall not be unreasonably withheld (see Appendix C), and expenses for producing and distributing the form shall be borne by the Union. The initial deduction shall be implemented in the payroll that is distributed not later than the third week after the date of delivery of such authorization to the Payroll Office. The

Union agrees that any change in the rate of Union dues shall be certified to the Employer and the amount to be deducted from each member's paycheck shall be specified by individuals on a list transmitted to the Employer by the treasurer of the Union.

Employees may terminate dues deduction on 30 days written notification to the Employer and the Employer will notify the Union of such dues termination. Dues deduction will be discontinued by the Employer when the employee dies, retires, is separated from employment. If an employee's wages available for Union dues are less than such dues, no deduction will be made.

The aggregate deductions of all employees shall be remitted with an itemized statement to the treasurer of the Union within three weeks after payroll dues deductions.

The Union agrees to indemnify and hold harmless the Employer against all claims, suits, and other forms of liability and all court costs arising out of the provisions in the agreement between the parties for dues deduction. The Employer shall notify the treasurer of the Union when an employee's dues are terminated because of death, retirement, termination of employment or any other reason. The Union agrees to refund to any employee or the Employer any amounts paid to it in error that may result from administration of this dues deduction provision.

Article III: DEFINITIONS

- A. The term "regular full time employee" shall mean all employees in the bargaining unit as defined and certified by the Public Employment Relations Board who work 30 to 40 hours a week for the Employer and at least 9 months per year.
- B. The term "regular part time employee" shall mean all employees in the bargaining unit who regularly work less than 30 hours a week and at least 9 months per year.

- C. For the purpose of the Agreement, the bargaining unit shall be comprised of the childcare unit. Job categories shall be designated as jobs within the department and will be identified below by capitalized letters. Job classifications shall be designated within the department and shall be identified below by small case letters:

CHILD CARE UNIT
COWLES CHILD CARE GIVERS
Child Care Giver (part time)
Child Care Giver (full time)
Lead Child Care Giver

BEFORE AND AFTER SCHOOL CHILD CARE GIVERS
(Metro Kids Care)
Child Care Giver (part time assigned)
Child Care Giver (part time pool)
Lead Child Care Giver

- D. Promotion shall mean the assignment of an employee to a higher compensation level.
- E. Demotion shall mean assignment of an employee to a lower compensation level.

Article IV: RIGHTS

Public Employer Rights. Consistent with this Agreement, the Public Employer shall have, in addition to all powers, duties, and rights established by constitutional provision, statute, ordinance, charter, or special act, the exclusive power, duty, and the right to:

1. Direct the work of its public employees.
2. Hire, promote, demote, transfer, assign, and retain public employees in positions within the public agency.
3. Suspend or discharge public employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve public employees from duties because of lack of work or for other legitimate reasons.

6. Determine and implement methods, means, assignments and personnel by which the Public Employer's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the Public Employer.
8. Initiate, prepare, certify, and administer its budget.
9. Exercise all powers and duties granted to the Public Employer by law.

Union Rights. The Union and its members shall have the right to:

1. Use school facilities for general union meetings contingent upon receipt of approval from the Office of the Superintendent.
2. Hold union meetings in school buildings contingent upon receipt of approval from the Office of the Building Principal.
3. Distribute Union material through the school messenger service and building mailboxes.
4. Post notices of activities and matters of Union concern on bulletin boards customarily used for the posting of information to employees and as designated by the Employer.
5. The Union president shall receive a list of new employees upon hiring.
6. When the Union is invited to participate on District committees, the Union shall appoint its representative.

Article V: FINALITY AND EFFECT OF AGREEMENT

This Agreement supersedes and cancels all previous collective bargaining agreements between the Employer and the Union, unless expressly stated to the contrary herein, and constitutes the entire Agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject identified as bargainable under Section 9 of the Public Employment Relations Act, and that the understandings and agreements

arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

The only exception is in the event that any provision of this Agreement shall become void or illegal during the term of the Agreement such provision shall become inoperative, but all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. The Employer and the Union agree to meet at the earliest possible mutually agreeable time (within 30 days) for the purpose of negotiations to replace void or illegal provisions.

In the event the parties do not reach mutual agreement on a provision to replace the specific provision determined to have become void or illegal within fifteen (15) days following the beginning of negotiations, the Union shall have the right to then, within 14 calendar days, request arbitration and notify the Employer of such request. The arbitration proceeding shall be conducted by an arbitrator selected by the Union and the Employer. If they cannot agree, the Federal Mediation and Conciliation Service will be asked to supply a list of seven names. The Employer and the Union will alternately strike names. The first party to strike shall be determined by lot. The remaining name shall be the arbitrator.

The arbitrator, in his/her opinion, shall be limited to deciding upon either the Employer's or the Union's final offer as to which

is the most appropriate amendment for the specific provision that had become void or illegal. The decision of the arbitrator will be binding on both parties. Expenses for the arbitrator's services shall be borne equally by the Employer and the Union.

Article VI: DURATION

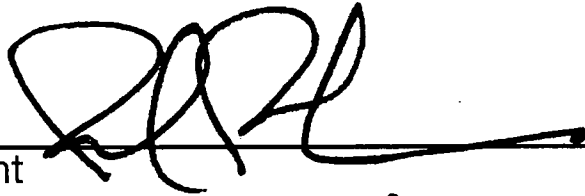
- A. This Agreement shall remain in full force and effect from July 1, 2003, and shall continue in effect until midnight on June 30, 2007, except for Appendix A and B including longevity and Article XVI, Insurance, which shall remain in effect until midnight on June 30, 2006.
- B. Either party may give written notice to the other party to terminate or modify Appendix A and B including longevity and Article XVI, Insurance, of the Agreement not less than 180 calendar days prior to the District's budget certification date, as established by the Code of Iowa, and appropriate for the year beginning July 1, 2006. If no such notice is given, this Agreement shall remain in effect for one additional year and from year to year thereafter until the aforementioned notice is given by either party of its intention to terminate or modify.

Either party may give written notice to the other party to terminate or modify the Agreement not less than 180 calendar days prior to the District's budget certification date, as established by the Code of Iowa, and appropriate for the year beginning July 1, 2007. If no such notice is given, this Agreement shall remain in effect for one additional year and from year to year thereafter until the aforementioned notice is given by either party of its intention to terminate or modify.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective Chief Negotiators and their signatures placed thereon, all on the 13th day of July 2005.

DES MOINES INDEPENDENT COMMUNITY SCHOOL
DISTRICT

President



Chief Negotiator

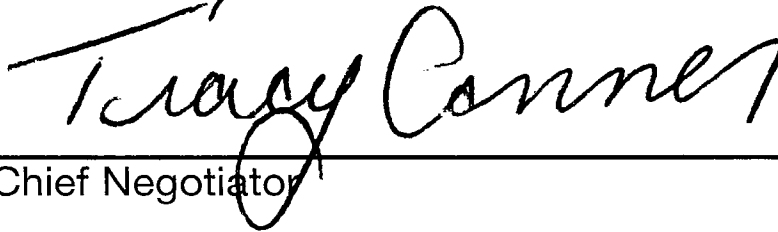


AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES

President



Chief Negotiator



CHAPTER 2: PROCEDURES

Article VII: SENIORITY

A. **Seniority.** Seniority means a regular employee's length of service since his/her last date of hire. Seniority shall be computed on the total continuous service in the department, (Metro Kids) before-and-after care givers; and (Cowles) childcare givers. Seniority shall not be prorated. Academic employees who work during the summer shall be credited with seniority in the department in which they are working during the summer.

B. **Probation.** A new employee shall serve a probationary period of one hundred twenty (120) actual workdays. Time on leave status shall not be credited toward computation of the probationary period. Probationary employees may be terminated for any reason without recourse to any procedures in this Agreement.

C. **Posting.** On September 15th, the Employer shall post on appropriate bulletin boards a list showing the employees' total continuous service in the appropriate department represented in the unit. The list will show the employees' original date of hire in the unit. A copy of the seniority list shall be sent to the Union president when it is posted.

D. **Breaks in Service.** An employee's seniority record shall be broken by voluntary resignation, discharge, reduction in force, and retirement. Should an employee laid off return to work within one year, the seniority will pick up from the date of his/her return. Seniority rights will be forfeited if the continuous period of lay off exceeds one year. An employee who is absent from work for three consecutive workdays without notification for valid reason to the Employer will be considered having resigned. Should an employee leave the unit represented by the Union, the employee's seniority will be frozen. Should he/she return to the unit, his/her seniority shall continue from the seniority level previously attained.

Article VIII: TRANSFER PROCEDURE

A. Transfer shall be defined as the movement of any employee to another child care center. A vacancy exists as a consequence of an employee's action or the creation of a new position. Nothing herein shall be construed as restricting the Employer from exercising its right to fill any vacancy with a regular employee or a temporary employee on a temporary basis or to prohibit the Employer from directing the work of its public employees.

B. The Employer will post/advertise all vacant positions in the Metro Childcare/Cowles Childcare Units. Employees desiring a transfer may file a written request with the office of the Coordinator of Preschool Education and Child Care Services requesting transfer to a specific child care center.

The Employer shall consider the needs of the District and each applicant's qualifications. When two or more applicants have equal qualifications, the employee applicant with the greatest seniority within the department will be given priority.

C. The Employer maintains the right to hire and assign employees to any vacancy and may hire and assign from outside the present employees, however, present employees shall be given first consideration for transfers if an application for transfer is on file.

Article IX: STAFF REDUCTION PROCEDURE

The Employer for any reason may determine that it is necessary to reduce the number of employees. In the event it becomes necessary to lay off employees within a particular job classification, the reduction shall be based upon the needs of the school system as determined by the Employer and the relative skill, ability, and competence of the employees for which employment cannot be provided.

Whenever lay off occurs, if the skill, ability, and competence of the employees within the affected job classifications are considered equal, the employees for which employment cannot be provided shall be laid off in the inverse order of their seniority. No new employees shall be hired until all employees on lay off who are qualified and desire to return to work have been recalled. The affected employees and the Union shall be notified at least fourteen (14) days prior to the effective day of such lay off. An employee scheduled for lay off shall have the right to replace an employee with less seniority and lesser qualifications in his/her department.

When a specific opening or openings occur within one year of the lay off and more than one employee applies for the position, the recall shall be based upon the needs of the school system as determined by the Employer and the skill, ability, and competence of the employees. If the skill, ability, and competence of the employees are equal, then the employee with the greatest previous seniority within the department shall be recalled, provided that he/she meets the qualifications necessary for that opening.

An employee, who fails to return to work at the job classification laid off from within five working days after being notified by certified mail to the employee's last known address on file in the office of the Coordinator of Child Care Services, shall lose his/her status as an employee.

CHAPTER 3: HOURS

Article X: HOURS OF WORK AND OVERTIME

The purpose of this Article is to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of the work schedule and assignment of work shall be made by the Employer and may be changed from time to time to meet changing needs.

A. WORK WEEK. The normal workweek for regular full time employees shall be 30 to 40 hours work, excluding lunch periods, from Sunday through Saturday. The normal workweek for

regular part time employees shall be less than 30 hours, excluding lunch, depending on assignments.

B. POSTING. Anticipated work schedules showing employees shifts, workdays, and hours shall be included in the appropriate employee handbook at the beginning of each school year. The employer will make a concerted effort to notify employees of changes in their schedule as soon as possible.

C. REST PERIODS. All employees are entitled to rest periods as follows: Employees who work at least four (4) consecutive hours per workday shall be granted one rest period. Employees who work at least six (6) consecutive hours per workday shall be granted two rest periods. Rest periods shall be with pay and shall be for fifteen (15) minutes.

D. OVERTIME. Overtime for regular full time employees shall be paid at a rate of time and one-half the employees straight time hourly rate when the employee works in excess of eight hours a day or 40 hours a week. The overtime provision of 8 hours a day shall not apply to those employees whose regular assignment exceeds 8 hours a day.

Only holiday hours maybe included as hours worked during a week for the purpose of computing overtime pay for hours worked in addition to 40 hours a week. Overtime shall not be paid more than once for the same hours worked. The need for overtime and its assignment shall be the employer's decision. Any work performed outside the designated work hours must have prior approval by supervisory personnel. There shall be no pyramiding or duplicating of overtime pay.

For regular part time employees, time and one-half shall be paid for work performed over (8) eight hours a day, or (40) forty hours a week.

Regular employees, both full and part time shall be given the opportunity to request to work extra work shifts and assign-

ments. A sign up list will be distributed not later than September 15, and April 15, by the employer for the purpose of providing the employees a means of requesting extra work shifts and assignments.

E. REPORTING TIME. Any employee who is schedule to report to work and who reports for work as scheduled shall be assigned to at least two hours of work. Exception: When notification has been made by public media that all schools are to be closed, for inclement weather or because of an emergency, employees vacation days may be used at the employees option when all schools are closed and work is not provided because of emergency or inclement weather.

F. Child Care Givers will be paid at their hourly rate for time when required to be on duty in the child care center beyond their regularly scheduled hours. Late fees will be collected from parents by the Employer.

Article XI: HOLIDAYS

A. Holidays. Paid holidays shall be given those full time and part time employees who are working regularly at the time of the holiday. The following are recognized as paid holidays for eligible for employees:

New Year's Day	Thanksgiving Day
Day before or after New Year's	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Day before or after Christmas
Labor Day	Employer-designated holiday (optional 1 day)

B. Eligibility. An employee shall be eligible for holiday pay if he/she would have been scheduled to work on one of the holidays listed above and if he/she worked the last scheduled day prior to the holiday and the scheduled day immediately following. If a holiday is observed on an employee's scheduled vacation or during the time an employee is on paid leave, he/she shall receive one additional vacation or leave day.

C. **Holiday Pay.** Eligible employees who perform no work on a holiday shall be paid at their usual hourly rate, based on the number of hours they regularly work.

Article XII: VACATIONS

A. **Eligibility and Allowance.** All regular full time employees shall be granted an annual paid vacation period at the end of each fiscal year. The paid vacation period shall be based upon the employment in that fiscal year and shall be prorated for those employees that work less than the full fiscal year.

Vacation Period

Service Requirements	12 month Employees	9 month employees
Less than six (6) months	None	None
6 mos through 11 months	5 working days	3.75 working days
More than 11 months through 6 fiscal years	10 working days	7.5 working days
7 fiscal years through 12 fiscal years	15 working days	11.25 working days
13 fiscal years or more	20 working days	15 working days

The service requirement during the first fiscal year of employment shall be determined by the date of original hire. All yearly service requirements shall be based on service during complete fiscal years. More than eleven (11) months employment in the first fiscal year shall count as one (1) full fiscal year of employment. No vacation days may be taken in advance of their accrual.

B. **Vacation Pay.** The rate shall be the employee's regular straight time rate of pay. Employees shall receive pay for vacations at the time of their regularly scheduled pay days.

C. **Vacation Period.** Vacation schedules shall be set by the Employer; however, employees may request a particular period

for vacation. Vacation time accrued may be used outside the normal time frame for an approved emergency after emergency days are used. Exceptional reasons for variations from this procedure may be considered. Vacation days accrued during one fiscal year must be used before the end of the following fiscal year.

D. Work during vacation. Any regular full time employee who is requested to work and does work during his/her vacation period shall be paid at a rate of time and one-half the employee's straight time hourly rate. For the purpose of computing additional overtime, only hours actually worked shall be counted toward the 40 hours. The hours or days worked, however, shall be added to the remainder of the employee's vacation bank.

E. Vacation rights. All regular full time employees who are laid off, discharged, retire, or resign prior to their vacation shall be compensated for earned vacation unused by the employee at the time of separation.

Article XIII: LEAVES OF ABSENCE

A. Definition. Leaves of absence means authorized absence from the job—paid or unpaid—except for medically related disability leave. An extended leave means more than two weeks' leave.

B. Eligibility. Regular full time employees shall be eligible for leaves of absence after the probationary period.

C. Application for leave. Regular employees must complete a request for approval of absence from duties on such form as provided by the Employer on all absences except bereavement, medically related disability leave and emergency leave at least 10 days prior to the date of absence requested. The form is submitted to the employee's immediate supervisor who approves or disapproves, and forwards it to the office of the Coordinator, Preschool Education and Child Care Services.

D. **Paid leaves.** The employee may be paid regular straight time for hours he/she would have worked, excluding overtime, for the following authorized leaves:

1. **Bereavement leave.** In case of the death of wife, husband, (step) child, or (step) grandchild of an employee or the employee's (or spouse's) (step) father, (step) mother, (step) brother, or (step) sister, the employee will make application to the office of the Executive Director of Human Resources to be absent from duty for as many days, not to exceed five days per death, as may be necessary for attendance at the funeral and other purposes directly arising out of said death. In the case of death of other relative or person of unusually close personal relationship, one-half day of absence shall be allowed for attendance at the funeral if the funeral is within a radius of 50 miles of the Des Moines area and one day if the funeral is outside a radius of 50 miles of the Des Moines area.

2. **Jury duty.** In the absence of extraordinary circumstances, employees may be excused for jury duty. No deduction from the employee's compensation will be made during the term of jury service provided that all jury fees received by any such employee shall be turned over to the school district.

3. **Civic duty.** Employees subpoenaed to appear before a court or other public body shall be granted necessary time off with pay.

4. **Emergency leave.** All regular employees shall be allowed a total of three days in any one fiscal year without loss of salary for emergency leave, such as serious illness within the immediate family, disaster, and other circumstances recognized as emergencies by the employee's immediate supervisor and the office of the Executive Director of Human Resources. One work day, or two half days, may be used per year, without accumulation, for bona fide personal or business activities that cannot reasonably be accomplished outside the normal work day. The special leave will be chargeable to the employee's emergency leave. Such absence may not be taken immediately before or after holidays

or vacation periods. Requests for special leave must be made on a form provided by the Employer, prior to the absence, with permission to be granted by the office of the Executive Director of Human Resources.

5. **Military reservists.** A leave of absence will be granted for military reservists for required training purposes for a period not exceeding 30 days in any calendar year.

6. **Education training leave.** Employees are encouraged to take courses/training, which the Employer recognizes as job-related. In the event a job-related course/training only occurs during the employee's regular hours of work, he/she shall attend without loss of pay, provided the Employer has approved this leave.

E. Unpaid leaves.

1. **Union business.** An employee elected to any union office or selected by the union to do work which takes him/her away from employment with the Employer may be granted a leave of absence not to exceed one year with the possibility for renewal for no more than one additional year.

2. **Military service.** Leaves of absence are granted for military purposes, not to exceed the enlistment or draft period. On completion of the military service, the employee is entitled to reinstatement at the same wage he/she would have received had he/she not taken such a leave, but subject to the following conditions: That the position was not abolished; that he/she is physically and mentally capable of performing the duties of the position; that he/she makes written application for reinstatement to the Executive Director of Human Resources within 90 days after termination of service; and that he/she submits a discharge other than a dishonorable discharge from military service.

3. **Political activity.** A leave of absence without pay may be granted to an employee for either six months or a year to run for office or serve in office.

4. **Other reasonable purposes.** Leaves of absence without pay for limited periods not to exceed six months may be granted for a reasonable purpose upon application of the employee and approval by the Employer. Such purposes might include education, training, and family responsibilities (including child nurture). Such leave may be extended upon application of the employee and approval by the Employer.

5. **Benefits.** While on extended unpaid leave, the employee's interest in retirement funds, vacation, accumulated medically related disability leave, and other benefits shall be frozen. While no benefits will be provided or accumulated during the leave period, the employee may purchase such benefits.

6. **Seniority status.** The employee's seniority status will be frozen during authorized extended unpaid leave except military leave. He/she will be returned to a similar job following his/her return if such position is still available and the employee has greater seniority than other qualified employees. If an employee on leave fails to report to work the first working day following expiration of the leave, he/she will be considered to have voluntarily resigned.

CHAPTER 4: COMPENSATION & BENEFITS

Article XIV: WAGES

A. **Wages.** Regular employees will be compensated in accordance with the job classification and hourly rates on the wage schedules attached to this Agreement and marked Appendix A and B.

B. **Pay Period.** The wages of employees shall be paid on the same day every two weeks.

C. **New Job Classifications.** Should any position not on this wage schedule be established during the duration of this Agreement, the Employer shall designate the classification and shall notify the Union of the opportunity to negotiate the rate structure for that position. In the event the parties fail to agree

on a rate structure within fifteen (15) days following the beginning of negotiations, the Union shall have the right to request arbitration in accordance with Article XVIII, Section C, Step 4. The arbitrator shall decide upon either the Employer's or the Union's final offer as to which will be the rate structure. The decision of the arbitrator shall be binding on both parties.

Article XV: MEDICALLY RELATED DISABILITY LEAVE

A. **Allowance.** Regular employees shall be granted on July 1st of each year, leaves of absence with pay for an employee's personal medically related disability. First year employees shall accrue medically related disability leave at a rate of one-and-one-quarter days per month. At the completion of one year, fifteen (15) days per year thereafter shall be granted on July 1st of each year to each employee. Three days of accumulated medical related disability leave may be used for illness of immediate family member (See Article XIII, Sec. D-1).

B. **Accumulation.** If an employee does not use the allotted days during the contract year, the unused days will be added to the allowance for the succeeding year. The amount of accumulated medically related disability leave shall be unlimited. All accumulated medically related disability leave is forfeited upon termination of employment. If an employee is unable to report for duty on the first day of the new contract, compensation for medically related disability leave will not be granted under the new contract until the employee does report.

C. An employee must report the intention to be absent from duty to the designated Employer representative by 8:00 p.m. of the previous day if possible. In no case shall notification be later than 2 hours before the beginning of the regular shift on which he/she works. If an employee expects to return to an assignment, he/she must notify the designated Employer representative by 3:00 p.m. the previous day.

D. Time taken by an employee mother immediately before and

after the delivery of a baby shall be judged paid medically related disability leave and charged against the medically related disability leave accumulation of the employee. Her paid medically related disability leave will halt when her physician attests she is capable of returning to work or when her accumulated medically related disability leave allowance runs out.

E. The Employer may require a medical certificate or other appropriate verification for absences covered by this Article. It is not the Employer's intent, nor will the above language be construed in such a way as to constitute harassment of employees. This language is intended as a vehicle by which the Employer may scrutinize habitual sick leave usage, or in those cases where sick leave abuse is suspected.

Article XVI: INSURANCE

A. **Life Insurance and Disability Coverage.** The Employer will pay the full insurance policy premium for each regular full time employee (as defined in Article III) to provide a group insurance package consisting of (1) \$25,000 individual life insurance, and (2) an individual long term disability program. The individual long term disability coverage will become effective fifteen days after accumulated medically related disability leave, emergency leave, and vacation allowance expire and will provide at a rate of 60% of the employee's salary at the date of disability. Employee coverage for employees under age 61 for disability due to illness shall in no case extend beyond the age of 65. Employee coverage for those employees under age 61 for disability due to accident shall in no case extend beyond the age of 65. Employee benefit payment period for employees over age 60 for disability due to accident or illness will in no case extend beyond the benefit payment period stated below:

Age (at disability)	Maximum Benefit Payment Period
Age 60 and under	(Following disability qualification period)
61	Benefit period as described above to age 65, but not less than 3yrs, 6 mos
62	3yrs, 6 mos
63	3 yrs
64	2yrs, 6 mos
65	2yrs
66	1yr, 9 mos
67	1yr, 6 mos
68	1yr, 3 mos
69	1 yr

This coverage shall become effective on July 1, 2005

B. Health Benefits. The Employer shall contribute toward the costs for health benefits for each full time employee deemed eligible. Participation in the health benefits is voluntary for each eligible employee. In order to qualify for the Employer's share of the monthly cost, the employee must qualify under the rules and regulations of the respective carrier or health service plan. Employees enrolled in Coventry Classic and Comprehensive for the 2003-2004-contract year who wish to be covered by insurance will be enrolled in Wellmark Blue Access (Plan 2). Employees enrolled in Alliance Select for the 2003-2004-contract year shall continue their participation in Alliance Select or may apply to enroll in Blue Access.

Plan 1

A. Wellmark Alliance Select with co-payments health care insurance plan policy.

a. Single plan

b. Family plan

B. Blue Cross/Blue Shield Pharmaceutical Service(s)

A five-dollar (\$5) co-pay per generic prescription. A twenty five-dollar (\$25.00) co-pay per brand name prescription.

Plan 2

A. Wellmark Blue Access with co-payments health care insurance plan policy.

a. Single plan

b. Family plan

B. Blue Cross/Blue Shield Pharmaceutical Service(s)

A five-dollar (\$5) co-pay per generic prescription. A fifteen-dollar (\$15.00) co-pay per name brand prescription.

For each full time employee deemed eligible and hired, or initially enrolling in insurance, on or after July 1st 2003, the Employer shall contribute the full costs for the least costly alternative health plan.

Section 125 of the Internal Revenue Code allows an employer the opportunity to set up a flexible premium plan for employees. The Employer agrees to offer employees the flexible premium plan under the rules and regulations of Section 125 of the Internal Revenue Code whereby employees on a voluntary basis will be able to use pre-tax income to pay for out-of-pocket unreimbursed medical costs and dependent care costs in accord with the District's program restrictions.

This coverage shall become effective on July 1, 2005.

For new employees, coverage shall become effective within no more than 45 days from the date on which the employee begins service and upon approval of the employee's application by the carrier.

Upon an employee or an employee's spouse attaining the age of 65, an employee who wishes to qualify for the Employer's share of the monthly premium must notify the carrier of his/her or his/her spouse's attainment of the age 65 by processing an enrollment card, must qualify under the rules and regulations of the respective carrier, and must enroll in the following plan:

Medicare Program under Social Security

The annual enrollment application card for health benefit plans will be available upon request from the Human Resources Management Office. Changes within any plan will be allowed, provided the request for change is made on an appropriate application card, transmitted to the office of the Executive Director of Human Resources, and is in accord with the rules and regulations of the respective carrier. Employees on a disability leave because of illness or injury shall continue to have this benefit paid by the Employer.

C. Optical Insurance. The Employer shall contribute the full composite premium cost for an optical insurance plan policy premium for each regular full time employee deemed eligible (e.g., Vision Service Plan). Participation in the optical insurance benefit is voluntary for each eligible employee. In order to qualify for the Employer's share of the monthly premium, the employee must qualify under the rules and regulations of the respective carrier and may enroll in one of the following plans:

a. Single plan

b. Family plan

This coverage shall become effective on July 1, 2005, for those employees covered during the 2004-2005-service year. For new employees, coverage shall become effective within no more than 45 days from the date on which the employee begins service, and upon approval of the employee's application by the carrier.

Dental Insurance. The Employer shall contribute the full family premium cost for a dental insurance policy premium for each regular full time employee deemed eligible. Participation in the dental insurance benefit is voluntary for each eligible employee. In order to qualify for the Employer's share of the monthly premium, the employee must qualify under the rules and regulations of the respective carrier.

This coverage shall become effective on July 1, 2005.

Selection of Carriers. The Employer shall have the sole and exclusive right at any time to procure benefits referred to in Sections A, B, C and D above from any other reputable health service provider.

Part Time Employee Benefits. Regular part time employees who work at least four hours per day shall be provided the opportunity to purchase benefits at one of the plans described in Article XVI, Sections A, B, C and D at the Employer plan's premium cost.

Description. The Employer will provide a description of the insurance referred to in Sections A, B, C and D of this article to the Union and to individual employees upon request.

Health Benefit Advisory Committee. A Health Benefit Advisory Committee with representatives from the Employer and the Union shall be established to make recommendations to the Superintendent or his/her designee regarding the composition and provision of employee health benefit plans that will allow purchase of high quality health service and will reduce or slow the rate of growth in medical costs. In no way shall any recommendation of this committee be construed as the position of the Union.

The Health Benefit Advisory Committee will explore and, if feasible, recommend implementation of a Des Moines Public Schools preferred provider organization to provide employees and dependents with high quality cost-efficient health care. Other health care purchasers in central Iowa may be contacted to investigate and, if feasible, recommend development of a coalition of health care purchasers to implement a preferred provider organization.

I. **Worker's Compensation.** If an employee qualifies for Worker's Compensation benefits, and the employee elects to have the Employer supplement the benefits, the following procedures shall apply:

1. The Employer shall pay the employee the employee's regular rate of pay for the number of days the employee has accumulated as medically related disability leave.
2. The employee shall endorse and assign the Worker's Compensation payments to the Employer for that period of time.
3. Should the Worker's Compensation benefits be one-third or less the employee's regular rate of pay, a full day of accumulated medically related disability leave shall be deducted for each day of absence; should the benefits be more than one-third, but less than two-thirds the regular rate of pay, one-half day of accumulated medically related disability leave shall be deducted for each day of absence; should the benefits be two-thirds or more of the regular rate of pay, no accumulated medically related disability leave shall be deducted for each day of absence.
4. The employee shall retain the Worker's Compensation payments for periods of time following exhaustion of accumulated medically related disability leave.

If an employee qualifies for Worker's Compensation benefits, and the employee elects not to have the Employer supplement the benefit, the employee shall retain the Worker's Compensation benefits, and the Employer shall make no deduction from the employee's accumulated medically related disability leave.

The employee shall notify the Employer of his/her option within three days of receipt of the Employer's notice to elect such option. Failure to report within such time limit shall be treated as an election not to have the Employer supplement the benefits.

ARTICLE XVII: SAFETY AND HEALTH

A. **Safety Procedures.** The parties agree that employees and management personnel should be aware of safety and health regulations and that both parties have a mutual interest in maintaining good health and safety practices.

B. **Health Procedures.** An employee must have a physical examination every three years by a licensed physician of his/her choice. The employee agrees to submit to laboratory work as specified and paid for by the employer and agrees to present evidence of physical fitness to perform duties assigned. Such evidence shall be a statement by a licensed physician, on the Employer's physical examination form, attesting to the employee's fitness.

For a part time employee, who is not covered by Article XVI, B. Health insurance, the physician will bill the school district a maximum of \$50 for the cost of the examination specified by the employer's physical examination form. The Employer will supply a list of sites for free or reduced physicals to all employees.

C. **Safety Committee.** The employee shall be alert to unsafe practices, equipment, or conditions and will report any unsafe practices, equipment, or conditions to their immediate supervisor. The Employer and the Union agree to conduct a safety committee meeting at least once every two months if requested by either the Employer or the Union. The meeting may be attended by four (4) Employer representatives and four (4) employee representatives selected by the Union. The purpose of the meeting will be to provide an opportunity to communicate mutual concerns associated with safety issues. Recommendations from this committee will be transmitted to the Deputy Superintendent.

D. **Dispersal of Medications.** The employee shall not be requested or required to disperse medications to children unless they have taken training to qualify them to provide medication.

CHAPTER 5: GRIEVANCES

Article XVIII: GRIEVANCE PROCEDURE

A. Definitions.

1. **Grievance.** A claim made by an employee that there has been a violation of this Agreement.
2. **Aggrieved person.** The employee making this complaint.
3. **Party of interest.** Persons making the complaint and any person, including the Employer and the Union, who might be required to take action or against whom action might be taken in order to resolve the complaint.

B. Right of Employee to Representation. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures. An aggrieved person may be represented at all stages alone or with a representative selected at his/her option, including union representation.

It is understood and agreed by the parties that the grievance procedure and the steps outlined in the grievance procedure are the appropriate method of resolving grievances, which may arise during the term of this Agreement. If an employee formally files an alleged violation of this Agreement other than under the grievance procedure, then the Employer shall not be required to process the said claimed set of facts through the grievance procedure.

All meetings and hearings shall be conducted in private and include only witnesses, the parties of interest and their designated or selected representatives.

C. Steps in Grievance Procedure.

Step 1. Immediate Supervisor (Informal) The employee, with or without Union representation, shall take up the grievance with his/her immediate supervisor, with the objective of resolving the matter informally. The supervisor shall respond orally within 7 calendar days. Failure of an employee to act on an alleged violation of the Agreement within 14 calendar days of the employee's

knowledge of the alleged violation shall act as a bar to any written appeal to any further step.

Step 2. Department Head or Designee. If the grievance is unsettled at Step 1, the aggrieved employee, with or without Union representation, may present the grievance in writing to the Department Head or his/her designee within 7 calendar days of the Step 1 answer or the date the answer was due. The Department Head or his/her designee shall meet with the employee and with Union representation if desired. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses in the Agreement allegedly violated, and shall state the remedy requested. The Department Head or his/her designee shall make a decision on the grievance and communicate it in writing to the aggrieved person (and the Union representative if involved) within 14 calendar days of the filing at Step 2.

Step 3. Deputy Superintendent or his/her designee. If the grievance is unsettled at Step 2, the aggrieved person, with or without Union representation, may present the grievance to the Deputy Superintendent or his/her designee within 7 calendar days of the Step 2 answer or the date the answer is due. Within 7 calendar days of the date of filing, this administrator shall meet with the employee and with Union representation if desired. This administrator shall respond in writing within 14 calendar days of the filing.

Step 4. Binding Arbitration. If the grievance is not resolved satisfactorily at Step 3, the employee and the Union may, within 14 calendar days, request arbitration with notification to the Employer. The arbitration proceeding shall be conducted by an arbitrator selected by the Union and the Employer. If they cannot agree, the Federal Mediation and Conciliation Service will be asked to supply a list of seven names. The Employer and the Union will alternately strike names. The first party to strike shall be determined by lot. The remaining name shall be the arbitrator.

The decision of the arbitrator will be binding on both parties.

The arbitrator, in his/her opinion, shall not amend, modify, nullify, or add to the provision of the Agreement. His/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement. He/she shall be asked to issue his decision within 30 calendar days after conclusion of testimony and argument.

Expenses for the arbitrator's services shall be borne equally by the Employer and the Union.

A grievance committee member (steward) and the aggrieved employee may attend grievance meetings at a time determined by the Employer, during working hours, without loss of pay.

Article XIX: LABOR-MANAGEMENT MEETINGS

The Employer and the Union agree to conduct a labor-management meeting at least once every two months. The meeting may be attended by six (6) employee representatives selected by the Union. The purpose of the meeting will be to afford labor and management a forum in which to communicate on items that may be of interest to both parties. Union representatives may attend labor-management meetings during working hours without loss of pay.

It is agreed that an answer will be provided to labor-management agenda items within 30 working days after the meeting.

Article XX: DISCIPLINE AND DISCHARGE

Disciplinary actions shall include only the following:

- Oral reprimand
- Written reprimand
- Suspension (notice to be given in writing)
- Discharge (notice to be given in writing)

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The type of corrective action that is applied is generally determined by the seriousness of the offense. Those offenses of less serious nature do not usually require immediate dismissal, but may require some form of corrective action. Offenses of serious nature may justify immediate discharge without prior warning or attempts at remedial action. An employee may be disciplined or discharged for any reason, which is just and sufficient.

The Union president shall receive written notice of any disciplinary action or measure imposed upon an employee (with written permission from the employee) within three (3) working days of receipt of the written permission.

Article XXI: EMPLOYEE EVALUATIONS AND PERSONNEL FILES

Employees may respond to any item, exclusive of pre-employment personal references and interview forms, in their personnel file. Such response shall become a permanent part of the file.

Employees, or their Union representative, (with written permission from the employee) may have access to any item in their personnel file, exclusive of pre-employment personal references and interview forms, and may pay for and receive copies of those items from their personnel file upon request.

DES MOINES PUBLIC SCHOOLS
2005-2006 Child Care Salary Schedule

Appendix A

BEFORE-AND-AFTER SCHOOL CHILD CARE GIVERS
WAGE SCHEDULE 2005-2006

	Wage rate
Child care giver (part time assigned)	\$9.02-10.02
Child care giver (part time pool)	\$9.02-10.02
Lead child care giver	\$10.67

Appendix B

COWLES CHILD CARE GIVERS
WAGE SCHEDULE 2005-2006

	Wage rate
Child care giver (part time)	\$9.02-10.02
Child care giver (full time)	\$8.98-9.98
Lead child care giver	\$10.67

An additional .25 cents/hour will be paid for each additional 30 hours of staff development or college work toward and earned degree in a job-related area.

Present employees will retain their relative position in the salary range, or will receive salary advancement if sufficient college work has been attained.

Effective on the employees anniversary date the following longevity differential will be paid retroactive back to the first full pay period following their date of hire

After four years of service	.67/hour
After eight years of service	.87/hour
After twelve years of service	.97 /hour
After sixteen years of service	1.07/hour
After twenty years of service	1.17/hour
After twenty-four years of service	1.27/hour
After twenty-eight years of service	1.37/hour
After thirty-two years of service	1.42/hour
After thirty-six years of service	1.47/hour

JOB CLASSIFICATION

CITY

STATE

ZIP

APPENDIX C
IOWA PUBLIC EMPLOYEES COUNCIL 61
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
AUTHORIZATION FOR PAYROLL DEDUCTION

By _____
PLEASE PRINT LAST NAME FIRST NAME MIDDLE NAME

TO PUBLIC EMPLOYER OF IOWA DES MOINES INDEPENDENT COMMUNITY SCHOOLS

(LIST GOVERNMENT AND DEPARTMENT OF EMPLOYMENT)

I hereby request and authorize you to deduct from my earnings an amount sufficient to provide for the regular payment of the current rate of monthly union membership dues established by AFSCME Council 61 Local Union. The amount shall be certified by AFSCME Council 61 Local Union No. 2048 and any change in such amount shall be certified. The amount shall be paid to the Treasurer of AFSCME Council 61 Union No. 2048. Membership will be maintained for 12 consecutive months or to the end of the contract whichever comes first after a 30-day notice, in writing, of termination is received.

_____ EMPLOYEE'S SIGNATURE	_____ DATE
_____ SOCIAL SECURITY NUMBER	_____ PLEASE PRINT STREET ADDRESS
_____ JOB CLASSIFICATION	_____ CITY STATE ZIP